

Minute Action

AGENDA ITEM: 19

Date: August 4, 2010

Subject: 2010 Measure I Population Estimates for Measure I Allocations

Recommendation: Adopt the 2010 population estimates for use in allocation of Measure I Local Pass-Through Funds.

Background: Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I funds. The Valley distribution formula for Local Pass-Through Funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components. The formulas are updated annually, using the State Department of Finance population estimates for January 1 of each year. The San Bernardino County Demographic Research Unit disaggregates the unincorporated population by Measure I Subarea, based on the building permit activity and controlled by the Department of Finance unincorporated total.

The January 1 population estimates (see Attachment #1) are recommended for approval and use in allocation of Measure I Local Pass-Through Funds. The unincorporated areas of the county experienced a slight decrease in population over the previous year. Most cities had minor fluctuations in their population with only a few experiencing growth. However, there should be no significant shift in Measure I fund allocations related to population.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

✓	COG		CTC	✓	CTA		SAFE		CMA
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Both the 2010 population estimates and the 2009 population estimates are attached to this agenda item for comparison purposes.

Financial Impact: This item has no direct impact on the SANBAG budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions. The distribution of Measure I funds will be adjusted retroactively to January 1, 2010, to reflect each jurisdictions' relative proportion of population within the Measure I subarea.

Reviewed By: This item was reviewed by the Mountain/Desert Committee on July 9, 2010 and the Major Projects Committee on July 15, 2010.

Responsible Staff: Duane A. Baker, Director of Management Services

ATTACHMENT #1

MEASURE 1 2010 POPULATION ESTIMATES

PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2010	(2) ADJUSTMENT	2010 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	PERCENT OF SUBAREA TOTAL
WEST VALLEY						
CHINO	84,742		84,742	5.63%	4.088%	5.63%
CHINO HILLS	78,971		78,971	5.25%	3.809%	5.25%
FONTANA	190,356		190,356	12.64%	9.182%	12.64%
MONTCLAIR	37,535		37,535	2.49%	1.811%	2.49%
ONTARIO	174,536		174,536	11.59%	8.419%	11.59%
RANCHO CUCAMONGA	178,904		178,904	11.88%	8.630%	11.88%
UPLAND	76,106		76,106	5.06%	3.671%	5.06%
UNINCORPORATED	59,020		59,020	3.92%	2.847%	3.92%
TOTAL WEST VALLEY			880,170	58.46%		
EAST VALLEY						
COLTON	51,816		51,816	3.44%	2.499%	3.44%
GRAND TERRACE	12,717		12,717	0.84%	0.613%	0.84%
HIGHLAND	52,495		52,495	3.49%	2.532%	3.49%
LOMA LINDA	22,760		22,760	1.51%	1.098%	1.51%
REDLANDS	71,926		71,926	4.78%	3.469%	4.78%
RIALTO	100,260		100,260	6.66%	4.836%	6.66%
SAN BERNARDINO	204,800		204,800	13.60%	9.879%	13.60%
YUCAIPA	51,476		51,476	3.42%	2.483%	3.42%
UNINCORPORATED	57,047		57,047	3.79%	2.752%	3.79%
TOTAL EAST VALLEY			625,297	41.54%		
TOTAL VALLEY			1,505,467	100.00%	72.617%	0.00%
MOUNTAINS						
BIG BEAR LAKE	6,278		6,278	11.81%	0.303%	1.11%
UNINCORPORATED	46,878	(3)	46,878	88.19%	2.261%	8.26%
TOTAL MOUNTAINS			53,156	100.00%	2.564%	0.00%
NORTH DESERT						
BARSTOW	24,281		24,281	40.41%	1.171%	4.28%
UNINCORPORATED	35,811		35,811	59.59%	1.727%	6.31%
TOTAL NORTH DESERT			60,092	100.00%	2.899%	0.00%

MEASURE I 2010 POPULATION ESTIMATES

PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2010	(2) ADJUSTMENT	2010 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	PERCENT OF SUBAREA TOTAL
COLORADO RIVER						
NEEDLES	5,809		5,809	70.97%	0.280%	1.02%
UNINCORPORATED	2,376		2,376	29.03%	0.115%	0.42%
TOTAL COLORADO RIVER			8,185	100.00%	0.395%	0.00%
MORONGO BASIN						
TWENTYNINE PALMS	30,649	(4)	30,649	39.48%	1.478%	5.40%
YUCCA VALLEY	21,292		21,292	27.43%	1.027%	3.75%
UNINCORPORATED	25,686		25,686	33.09%	1.239%	4.52%
TOTAL MORONGO BASIN			77,627	100.00%	3.744%	0.00%
VICTOR VALLEY						
ADELANTO	28,540	(5)	28,540	7.74%	1.377%	5.03%
APPLE VALLEY	70,040	(5)	70,040	19.00%	3.378%	12.34%
HESPERIA	88,479	(5)	88,479	24.00%	4.268%	15.59%
VICTORVILLE	112,097	(5)	112,097	30.41%	5.407%	19.75%
UNINCORPORATED (3)	69,466	(5)	69,466	18.84%	3.351%	12.24%
TOTAL VICTOR VALLEY	368,622		368,622	100.00%	17.781%	0.00%
TOTAL DESERT			514,526			
TOTAL MOUNTAIN/DESERT			567,682		27.383%	0.00%
SUMMARY:						
TOTAL INCORPORATED	1,776,865		1,776,865		85.709%	85.71%
TOTAL UNINCORPORATED	296,284		296,284		14.291%	14.29%
TOTAL COUNTY	2,073,149		2,073,149		100.000%	100.00%

(1) - CITY FIGURES FROM DOF JANUARY 1, 2010 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.

(2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.

(3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.

(4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.

(5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.

MEASURE I 2009 POPULATION ESTIMATES

PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2009	(2) ADJUSTMENT	2009 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	PERCENT OF SUBAREA TOTAL
WEST VALLEY						
CHINO	84,173		84,173	5.62%	4.084%	5.62%
CHINO HILLS	78,725		78,725	5.26%	3.820%	5.26%
FONTANA	189,021		189,021	12.63%	9.172%	12.63%
MONTCLAIR	36,964		36,964	2.47%	1.794%	2.47%
ONTARIO	173,188		173,188	11.57%	8.403%	11.57%
RANCHO CUCAMONGA	177,736		177,736	11.87%	8.624%	11.87%
UPLAND	75,035		75,035	5.01%	3.641%	5.01%
UNINCORPORATED	58,814		58,814	3.93%	2.854%	3.93%
TOTAL WEST VALLEY			873,656	58.35%		
EAST VALLEY						
COLTON	51,684		51,684	3.45%	2.508%	3.45%
GRAND TERRACE	12,484		12,484	0.83%	0.606%	0.83%
HIGHLAND	52,372		52,372	3.50%	2.541%	3.50%
LOMA LINDA	22,619		22,619	1.51%	1.098%	1.51%
REDLANDS	71,646		71,646	4.79%	3.476%	4.79%
RIALTO	100,022		100,022	6.68%	4.853%	6.68%
SAN BERNARDINO	204,483		204,483	13.66%	9.922%	13.66%
YUCAIPA	51,317		51,317	3.43%	2.490%	3.43%
UNINCORPORATED	56,913		56,913	3.80%	2.761%	3.80%
TOTAL EAST VALLEY			623,540	41.65%		
TOTAL VALLEY			1,497,196	100.00%	72.646%	0.00%
MOUNTAINS						
BIG BEAR LAKE	6,255		6,255	11.80%	0.304%	1.11%
UNINCORPORATED	46,747	(3)	46,747	88.20%	2.268%	8.29%
TOTAL MOUNTAINS			53,002	100.00%	2.572%	0.00%
NORTH DESERT						
BARSTOW	24,213		24,213	40.40%	1.175%	4.29%
UNINCORPORATED	35,726		35,726	59.60%	1.733%	6.34%
TOTAL NORTH DESERT			59,939	100.00%	2.908%	0.00%

MEASURE I 2009 POPULATION ESTIMATES

PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2009	(2) ADJUSTMENT	2009 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL	PERCENT OF SUBAREA TOTAL
COLORADO RIVER						
NEEDLES	5,793		5,793	70.94%	0.281%	1.03%
UNINCORPORATED	2,373		2,373	29.06%	0.115%	0.42%
TOTAL COLORADO RIVER			8,166	100.00%	0.396%	0.00%
MORONGO BASIN						
TWENTYNINE PALMS	30,832	(4)	30,832	39.68%	1.496%	5.47%
YUCCA VALLEY	21,239		21,239	27.33%	1.031%	3.77%
UNINCORPORATED	25,634		25,634	32.99%	1.244%	4.55%
TOTAL MORONGO BASIN			77,705	100.00%	3.770%	0.00%
VICTOR VALLEY						
ADELANTO	28,265	(5)	28,265	7.75%	1.371%	5.01%
APPLE VALLEY	69,861	(5)	69,861	19.14%	3.390%	12.39%
HESPERIA	88,184	(5)	88,184	24.16%	4.279%	15.64%
VICTORVILLE	109,441	(5)	109,441	29.99%	5.310%	19.41%
UNINCORPORATED (3)	69,191	(5)	69,191	18.96%	3.357%	12.27%
TOTAL VICTOR VALLEY	364,942		364,942	100.00%	17.707%	0.00%
TOTAL DESERT			510,752			
TOTAL MOUNTAIN/DESERT			583,754		27.354%	0.00%
						100.00%
SUMMARY:						
TOTAL INCORPORATED	1,765,552		1,765,552		85.667%	85.67%
TOTAL UNINCORPORATED	295,398		295,398		14.333%	14.33%
TOTAL COUNTY	2,060,950		2,060,950		100.000%	100.00%

(1) - CITY FIGURES FROM DOF JANUARY 1, 2009 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.

(2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.

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Minute Action

AGENDA ITEM: 20

Date: August 4, 2010

Subject: Proposition 1B Traffic Light Synchronization Program (TLSP) Baseline Agreement Amendment and Letter of No Prejudice (LONP) request

- Recommendation:** *
1. Approve the Proposition 1B TLSP Project Change Form (C09010-01) for San Bernardino Valley Coordinated Traffic Signal System Program (SBVCTSSP) Tiers 3 & 4.
 2. Authorize the Executive Director to execute a LONP for \$2 million in TLSP funds with the California Transportation Commission (CTC).

Background: Proposition 1B authorized \$250 million for the TLSP program to fund signal synchronization projects and other technology-based improvements that improve safety, operations, and effective capacity of local streets and roads. Senate Bill 88, the implementing legislation for Proposition 1B, directed \$150 million of this to the City of Los Angeles, and the remaining \$100 million was open for applicants statewide.

At the May 2008 CTC meeting, SANBAG was awarded \$2 million of TLSP funds (50% of the estimated construction costs) for Tiers 3 and 4 of the SBVCTSSP. Subsequently a project baseline agreement with Caltrans that described the funding, delivery schedule, scope, and expected benefits was executed in August 2008.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

	COG		CTC	X	CTA	X	SAFE		CMA
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BRD1008j-gc

Attachments: C09010-01, br100624-pc.docx

TN 7011000

With the current State budget situation, \$2 million of TLSP funds may not be available when required for this project. In accordance with AB 672, the CTC adopted guidelines for Prop 1B LONP at its December 2009 meeting. An LONP allows the sponsoring agency to front the funds and be reimbursed when the TLSP funds become available. It is recommended that \$2 million of Measure I Traffic Management and Environmental Enhancement (TMEE) funds will be used front the TSLP funds.

In addition to the TSLP funds, construction and construction management costs will be funded using approximately \$3.3 million of federal Congestion Mitigation and Air Quality (CMAQ) funds. Before SANBAG can award the construction contract, authorization to proceed to use the CMAQ funds is required from the Federal Highway Administration (FHWA) through Caltrans Local Assistance staff. SANBAG staff initially submitted the Request for Authorization (RFA) package to Caltrans in early March 2010 and planned to award the construction contract in June. The federal authorization to proceed, however, has not yet been issued by Caltrans Local Assistance and has delayed advertisement of the construction contract. SANBAG staff is currently expecting obligation of the CMAQ funds in August and expects to be able to award the contract in December 2010. The delay in awarding the construction contract necessitates the Project Change Form for the TLSP Baseline Agreement.

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- Financial Impact:** This item is consistent with the adopted Fiscal Year 2010/11 budget under Project Number 70111000. The funding source is CMAQ and TSLP. As described above, Measure I TMEE funds will be used to front the TSLP funds until the TSLP funds become available.
- Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 15, 2010.
- Responsible Staff:** Garry Cohoe, Director of Project Delivery

Traffic Light Synchronization Program (TLSP)

Project Scope/Cost/Schedule Change Report

SANBAG: C09010-01

Agency: San Bernardino Associated Governments

Contact Information:

Contact Person	Philip Chu
Address	1170 W 3 rd Street 2 nd Floor
City, State, ZIP	San Bernardino
Phone	909-884-8276
Email	pchu@sanbag.ca.gov

Corridor Name San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4

4 Digit Project Number 6808 (Can be found in LA-ODIS)

Box 1: Describe changes in the corridor limits or in the project scope and the reason for the change. If no change from the baseline agreement, indicate no change.

None

Box 2: Describe changes in the project cost and the reason for the change. If no change from the baseline agreement, indicate no change.

None

Box 3: Describe changes in the project schedule and the reason for the change. Attach a new programming request form with the changes highlighted. If no change from the baseline agreement, indicate no change.

Begin construction date: moved from June 2010 to December 2010 (and subsequent phases will be moved 6 months back)

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

July 8, 2010

Ms. Bimla Rhinehart
Executive Director
California Transportation Commission
1120 N Street, MS 52
Sacramento, CA 95814

Subject: AB 672 Proposition 1B LONP Request for TLSP Project: San Bernardino Associated Governments (SANBAG) – San Bernardino Valley Coordinated Traffic Signal System, Tier 3 & 4.

Dear Ms. Rhinehart:

San Bernardino Associated Governments (SANBAG) is requesting AB 672 Proposition 1B Letter of No Prejudice (LONP) Authority for Traffic Light Synchronization Program (TLSP) San Bernardino Valley Coordinated Traffic Signal System, Tier 3 & 4 project. We are requesting this AB 672 authority at the August 2010 California Transportation Commission (CTC) meeting so that we can implement the TLSP component with Federal Congestion Mitigation and Air Quality (CMAQ) and Local Measure I Funds. With the requested authority we would seek reimbursement for these activities as soon as TLSP funds become available. This request is made in accordance with the CTC Guidelines for Letter of No Prejudice approved on December 10, 2009.

SANBAG has maintained its commitment to the project by allocating local Measure I funding to the project and requesting the AB 672 authority so that we can continue with the project delivery as outlined in the baseline agreement. The Project is scheduled to advertise for construction on October, 2010. No right of way or utility relocation is needed for this project. Construction is scheduled to start in December, 2010 and be completed by June 2012.

Ms. Bimla Rhinehart
July 8, 2010
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The project schedule is detailed below:

Schedule		
Phase of work	Start	End
1. Environmental	10/2008	09/2009
2. P.S.& E.	10/2009	04/2010
3. Right of Way	NA	NA
4. Construction	12/2010	6/2012

The projects funding package is detailed below: (\$ x 1,000)

Source	PE	Const	Total
TLSP		\$2,000,000*	\$2,000,000
CMAQ	\$2,587,878	\$2,624,000	\$5,211,878
Total	\$2,587,878	\$4,624,000	\$7,211,878

*Note The \$2m of TLSP fund will be backfilled by Local Measure I funds.

If you have any questions regarding this request, please contact Philip Chu at (909) 884-8276.
Thank you for your assistance in this matter.

Sincerely,

Deborah Robinson Barmack
Executive Director

cc: Matthew Friedman, Caltrans HQ TLSP Coordinator
Kurt Scherzinger, Caltrans HQ Prop 1B Bond Coordinator
Juan Guzman, California Transportation Commission Staff
Savat Khamphou, Caltrans District 8 DLAE

br100708-pc

Minute Action

AGENDA ITEM: 21

Date: August 4, 2010

Subject: Approval of Jurisdiction Master Agreements

Recommendation: * Approve the following Jurisdiction Master Agreements:

- 1) C10246 with City of Grand Terrace in the amount of \$88,910
- 2) C10251 with the City of Rancho Cucamonga in the amount of \$323,900
- 3) C10242 with the City of Chino in the amount of \$482,680
- 4) C10245 with City of Fontana in the amount of \$1,238,450
- 5) C10250 with City of Ontario in the amount of \$781,170

Background:

The SANBAG Board adopted the Measure I 2010-2040 Strategic Plan in April 2009. As part of the Strategic Plan, the Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policies 40001 and 40006 provide the framework for administering the sub-program. One of the requirements established was that jurisdictions must execute a Jurisdiction Master Agreement with SANBAG before they are eligible to begin the expenditure of Measure I funds allocated to their jurisdiction under the sub-program.

Allocations of Measure I funds are approved through the annual apportionment and allocation process and are subsequently included in the annual SANBAG Budget. The Jurisdiction Master Agreement is designed to include multiple arterial projects for a single jurisdiction, and the project list included in Attachment A to the agreement will be updated on an annual basis as jurisdictions

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

<input type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply

BRD1008a-ss

Attachments: C10246; C10251; C10242; C10245; C10250

amend their Capital Project Needs Analysis (CPNA) and receive additional allocations of funding.

The first two years of projects included in the CPNA submitted to SANBAG by each jurisdiction are included in Attachment A to the Jurisdiction Master Agreement. Jurisdictions may expend Measure I funds on any of these projects, up to the allocation limit referenced in Attachment B. Following expenditure of funds, jurisdictions will submit invoices for project expenditures, and SANBAG will reimburse jurisdictions for the public share of expenditures up to the allocation limit.

Jurisdictions with expenditures that exceed the allocation limit may be reimbursed for those expenditures in a subsequent fiscal year after additional allocation(s) of Measure I to the jurisdiction are approved by the SANBAG Board. Providing for advance expenditure allows project delivery to continue with the jurisdiction's own funds, with the expectation of future reimbursement by SANBAG for the public share. Jurisdictions that incur advance expenditures must accept the risk that the SANBAG Board may not allocate sufficient funds to cover the entire public share of advance expenditures in the subsequent year.

Approval is requested for the Jurisdiction Master Agreements with the cities of Grand Terrace, Rancho Cucamonga, Chino, Fontana and Ontario. These agreements will be amended annually, with updated information in Attachments A and B as projects are added or modified and the allocation limit is increased.

Financial Impact: This item is consistent with the approved Fiscal Year 2010/2011 Budget, Task No. 51511000 Valley Apportionment and Allocation.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on July 21, 2010.

Responsible Staff: Ty Schuiling, Director of Planning

SANBAG Contract No. **C10246**
by and between
San Bernardino County Transportation Authority
And City of Grand Terrace
for Jurisdiction Master Agreement

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ 88,910 Contingency / Allowance Amount \$ _____		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total: Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►			\$ 88,910			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
515	009	018	54830	_____	4130	88,910
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: 8/4/10				Contract Start: 8/4/10		Contract End: 7/1/13
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: 10/11 \$ 88,910		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 51511000 (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

Task Manager: Ty Schuiling	Contract Manager:
 Task Manager Signature	_____ Contract Manager Signature
 Chief Financial Officer Signature	_____ Date
Date	Date

JURISDICTION MASTER AGREEMENT NO., C10246

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF GRAND TERRACE

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Grand Terrace (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, SANBAG has determined that these PROJECTS (Attachment A) are included in the SANBAG Development Mitigation Nexus Study Capital Project Needs Analysis; and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible PROJECT expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds up to the annual fund allocation amount (Attachment B);

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided in Section III, within 30 days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were

incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.
3. SANBAG shall assign a project liaison for purposes of coordinating project activities and invoice review.

SECTION II

CITY AGREES:

1. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study and are included in first two years of the current Capital Project Needs Analysis (CPNA) will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds.
2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to Attachment A. Invoices may be submitted to SANBAG as frequently as monthly, up to the allocation limit specified in Attachment B.
3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under SANBAG's control.
4. To provide 39.9% share of total eligible PROJECT expenses, which represents the development share as documented in Attachment A.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the

date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held and related communications on project progress and to provide at least quarterly schedule updates to SANBAG. SANBAG shall assign a project liaison for the purpose of attending PDT meetings.
10. As an eligible PROJECT expense, to post signs when PROJECT begins at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Grand Terrace.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this agreement.

2. SANBAG's financial responsibility shall be 60.1% of actual cost for eligible PROJECT expenditures, up to the allocation limit specified in Attachment B.
3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the allocation limit for the current fiscal year, based on invoices for eligible PROJECT expenditures. SANBAG retains the option to reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within 30 days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.
4. If CITY does not expend funds up to the allocation limit in Attachment B within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation limit for the subsequent year. A cumulative allocation limit will be maintained in Attachment B. The cumulative allocation limit will be reconciled against the CPNA submittals beginning with the submittals for Fiscal Year 2012/2013 and adjusted, as appropriate, in the apportionment and allocation process beginning that fiscal year.
5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.
7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.

8. The terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of apportionment of Measure I funds, per Strategic Plan Policy 40001/VS-1.


San Bernardino County
Transportation Authority

By: _____

President, SANBAG Board of
Directors


Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
for Jean-Rene Basle
SANBAG County Counsel

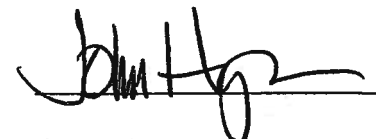
Date: 07/21/10

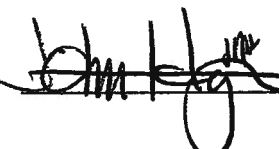
CITY of Grand Terrace

By:  _____
Mayor

Date: 6-8-10

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
CITY Attorney

Date:  6/7/10

Attachment A

Project(s) Eligible for Expenditure/Reimbursement of MI Valley Arterial Funds for the City of Grand Terrace (\$1,000s)

Michigan Ave					
Widen Michigan Street from Commerce Way to Van Buren St from 2 to 4 lanes					
Project Cost \$975,000					
Maximum Public Share: \$585,980					
Nexus Study Fair Share: 39.9%					
Phase	Prior	FY10/11	FY11/12	Total	
Plans, Specifications and Estimates (PS&E)					
Development Fees	\$ -	\$ 35.91	\$ -	\$ 35.91	
MI Valley Arterial Funds	\$ -	\$ 54.09	\$ -	\$ 54.09	
Right of Way Acquisition (ROW)					
Development Fees	\$ -	\$ 18.43	\$ -	\$ 18.43	
MI Valley Arterial Funds	\$ -	\$ 27.77	\$ -	\$ 27.77	
Construction (CONST)					
Development Fees	\$ -	\$ 4.79	\$ 329.89	\$ 334.68	
MI Valley Arterial Funds	\$ -	\$ 7.21	\$ 496.91	\$ 504.12	
Total Project					
Development Fees	\$ -	\$ 59.13	\$ 329.89	\$ 389.03	
MI Valley Arterial Funds	\$ -	\$ 89.07	\$ 496.91	\$ 585.98	

Attachment B

Allocation Limit and Program Accounting of MI Valley Arterial Funds for the City of Grand Terrace

Allocation/Reimbursements	Amount
FY 10/11 MI Valley Arterial Allocation	\$ 88,910.00
FY 10/11 Projected Prior Adv Exp Reimbursement	\$ -
FY 10/11 Projected New MI Expenditures	\$ 89,070.00
FY 10/11 Projected New MI Adv Expenditures	\$ 160.00
Additional Programming Capacity	\$ -
Cumulative Allocation	\$ 88,910.00
Cumulative Reimbursements*	\$ -
Outstanding Advance Expenditures	\$ -

* Includes both reimbursed project costs and advance expenditures.

SANBAG Contract No. **C10251**
by and between
San Bernardino County Transportation Authority
And City of Rancho Cucamonga
for Jurisdiction Master Agreement

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>323,900</u>		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total:				
Contingency / Allowance Amount \$ _____		Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►			\$ <u>323,900</u>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
515	016	027	54830	_____	4130	\$ 161,950
515	016	028	54830	_____	4130	\$ 161,950
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date:				8/4/10	Contract Start: 8/4/10	Contract End: 7/1/13
New Amend. Approval (Board) Date:				_____	Amend. Start: _____	Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: 10/11 \$ 323,900		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>51511000</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: Ty Schuiling	Contract Manager:
Task Manager Signature	7/15/10 Date
Chief Financial Officer Signature	7/14/10 Date
_____ Contract Manager Signature	_____ Date

JURISDICTION MASTER AGREEMENT NO. C10251

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF RANCHO CUCAMONGA

THIS AGREEMENT is made and entered into this 16th day of June 2010 by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Rancho Cucamonga (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, SANBAG has determined that these PROJECTS (Attachment A) are included in the SANBAG Development Mitigation Nexus Study Capital Project Needs Analysis; and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible PROJECT expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds up to the annual fund allocation amount (Attachment B);

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided in Section III, within 30 days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were

incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.
3. SANBAG shall assign a project liaison for purposes of coordinating project activities and invoice review.

SECTION II

CITY AGREES:

1. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study and are included in first two years of the current Capital Project Needs Analysis (CPNA) will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds.
2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to Attachment A. Invoices may be submitted to SANBAG as frequently as monthly, up the allocation limit specified in Attachment B.
3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under SANBAG's control.
4. To provide 28.7% share of total eligible PROJECT expenses, which represents the development share, as documented in Attachment B.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the

date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on project progress and to provide at least quarterly schedule updates to SANBAG. SANBAG shall assign a project liaison for the purpose of attending PDT meetings.
10. As an eligible PROJECT expense, to post signs when PROJECT begins at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Rancho Cucamonga.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this agreement.

2. SANBAG's financial responsibility shall be 71.3% of actual cost for eligible PROJECT expenditures, up to the allocation limit specified in Attachment B. An estimate of costs for each PROJECT PHASE is provided in Attachment A.
3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the allocation limit for the current fiscal year, based on invoices for eligible PROJECT expenditures. SANBAG retains the option to reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within 30 days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.
4. If CITY does not expend funds up to the allocation limit in Attachment B within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation limit for the subsequent year. A cumulative allocation limit will be maintained in Attachment B. The cumulative allocation limit will be reconciled against the CPNA submittals beginning with the submittals for Fiscal Year 2012/2013 and adjusted, as appropriate, in the apportionment and allocation process beginning that fiscal year.
5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

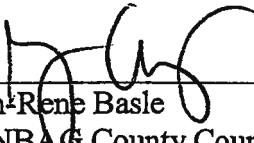
7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
8. The terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of apportionment of Measure I funds, per Strategic Plan Policy 40001/VS-1.

**San Bernardino County
Transportation Authority**

By: _____
President, SANBAG Board of
Directors

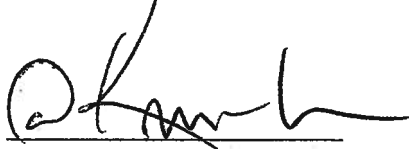
Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
for Jean Rene Basle
SANBAG County Counsel

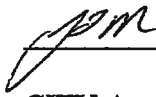
Date: 07/21/10

CITY of Rancho Cucamonga

By:  _____
Mayor

Date: June 17, 2010

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
CITY Attorney

Date: 6-16-10

Attachment A

Project(s) Eligible for Expenditure/Reimbursement of MI Valley Arterial Funds for the City of Rancho Cucamonga (\$1,000s)

Wilson Ave					
Widen Wilson Ave from East Ave to Wardman Bullock Rd from 0 to 2 lanes					
Total Project Cost \$2,878,000					
Eligible Public Share: \$2,052,000					
Nexus Study Fair Share: 28.7%					
Phase		Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial Funds	\$	117.64	\$ -	\$ -	\$ 117.64
Development Fees	\$	47.36	\$ -	\$ -	\$ 47.36
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial Funds	\$	141.17	\$ -	\$ -	\$ 141.17
Development Fees	\$	56.83	\$ -	\$ -	\$ 56.83
Right of Way Acquisition (ROW)					
MI Valley Arterial Funds	\$	-	\$ -	\$ -	\$ -
Development Fees	\$	-	\$ -	\$ -	\$ -
Construction (CONST)					
MI Valley Arterial Funds	\$	-	\$ 1,793.19	\$ -	\$ 1,793.19
Development Fees	\$	-	\$ 721.81	\$ -	\$ 721.81
Total Project					
MI Valley Arterial Funds	\$	258.81	\$ 1,793.19	\$ -	\$ 2,052.00
Development Fees	\$	104.19	\$ 721.81	\$ -	\$ 826.00

Church St					
Install traffic signal at intersection of Church St and Terra Vista Pkwy					
Total Project Cost \$250,000					
Eligible Public Share: \$178,250					
Nexus Study Fair Share: 28.7%					
Phase		Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial Funds	\$	-	\$ -	\$ -	\$ -
Development Fees	\$	-	\$ -	\$ -	\$ -
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial Funds	\$	-	\$ -	\$ -	\$ -
Development Fees	\$	-	\$ -	\$ -	\$ -
Right of Way Acquisition (ROW)					
MI Valley Arterial Funds	\$	-	\$ -	\$ -	\$ -
Development Fees	\$	-	\$ -	\$ -	\$ -
Construction (CONST)					
MI Valley Arterial Funds	\$	-	\$ 178.25	\$ -	\$ 178.25
Development Fees	\$	-	\$ 71.75	\$ -	\$ 71.75
Total Project					
MI Valley Arterial Funds	\$	-	\$ 178.25	\$ -	\$ 178.25
Development Fees	\$	-	\$ 71.75	\$ -	\$ 71.75

Attachment B

Allocation Limit and Program Accounting of MI Valley Arterial Funds for the City of Rancho Cucamonga

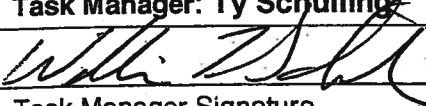

Allocation/Reimbursements	Amount
FY 10/11 MI Valley Arterial Allocation	\$ 323,900.00
FY 10/11 Projected Prior Adv Exp Reimbursement	\$ 145,650.00
FY 10/11 Projected New MI Expenditures	\$ 1,971,440.00
FY 10/11 Projected New MI Adv Expenditures	\$ 1,793,190.00
Additional Programming Capacity	\$ -
Cumulative Allocation	\$ 323,900.00
Cumulative Reimbursements*	\$ -
Outstanding Advance Expenditures	\$ -

* Includes both reimbursed project and advance expenditures.

SANBAG Contract No. **C10242**
by and between
San Bernardino County Transportation Authority
And City of Chino
for Jurisdiction Master Agreement

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original			
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>482,680</u>		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ _____		Current Amendment: \$ _____				
		Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>482,680</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
515	016	001	54830	_____	4130	\$ 241,340
515	016	002	54830	_____	4130	\$ 241,340
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>8/4/10</u>				Contract Start: <u>8/4/10</u>		Contract End: <u>7/1/13</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>482,680</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>51511000</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

Task Manager: <u>Ty Schulling</u>	Contract Manager: _____
 Task Manager Signature	_____ Contract Manager Signature
 Chief Financial Officer Signature	_____ Date
Date <u>7/15/10</u>	Date <u>7/15/10</u>

JURISDICTION MASTER AGREEMENT NO. C10242

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO

THIS AGREEMENT is made and entered into this 15th day of June 2010 by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the CITY of Chino (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, SANBAG has determined that these PROJECTS (Attachment A) are included in the SANBAG Development Mitigation Nexus Study Capital Project Needs Analysis; and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible PROJECT expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds up to the annual fund allocation amount (Attachment B);

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided in Section III, within 30 days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were

incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.
3. SANBAG shall assign a project liaison for purposes of coordinating project activities and invoice review.

SECTION II

CITY AGREES:

1. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study and are included in first two years of the current Capital Project Needs Analysis (CPNA) will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds.
2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to Attachment A. Invoices may be submitted to SANBAG as frequently as monthly, up the allocation limit specified in Attachment B.
3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under SANBAG's control.
4. To provide 35.2% share of total eligible PROJECT expenses, which represents the development share, as documented in Attachment B.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the

date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held and related communications on project progress and to provide at least quarterly schedule updates to SANBAG. SANBAG shall assign a project liaison for the purpose of attending PDT meetings.
10. As an eligible PROJECT expense, to post signs when PROJECT begins at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Chino

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this agreement.

2. SANBAG's financial responsibility shall be 64.8% of actual cost for eligible PROJECT expenditures, up to the allocation limit specified in Attachment B. An estimate of costs for each PROJECT PHASE is provided in Attachment A.
3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the allocation limit for the current fiscal year, based on invoices for eligible PROJECT expenditures. SANBAG retains the option to reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within 30 days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.
4. If CITY does not expend funds up to the allocation limit in Attachment B within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation limit for the subsequent year. A cumulative allocation limit will be maintained in Attachment B. The cumulative allocation limit will be reconciled against the CPNA submittals beginning with the submittals for Fiscal Year 2012/2013 and adjusted, as appropriate, in the apportionment and allocation process beginning that fiscal year.
5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.


7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
8. The terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of apportionment of Measure I funds, per Strategic Plan Policy 40001/VS-1.

**San Bernardino County
Transportation Authority**

By: _____
President, SANBAG Board of
Directors

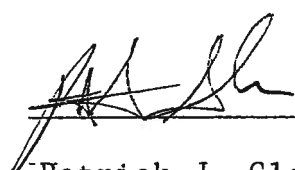
Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
fr Jean-Rene Basle
SANBAG County Counsel

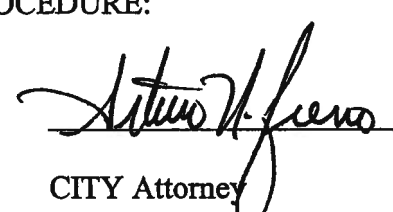
Date: 07/21/10

City of Chino

By:  _____
Patrick J. Glover
City Manager

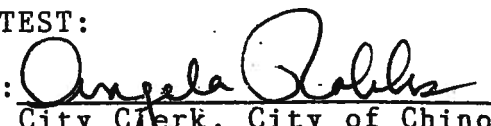
Date: 7.7.10

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
CITY Attorney

Date: 06/17/10

ATTEST:

By:  _____
City Clerk, City of Chino

Attachment A
Project(s) Eligible for Expenditure/Reimbursement of
MI Valley Arterial Funds for the City of Chino (\$1,000s)

Pine Ave					
Widen Pine Ave from Euclid Ave to SR-71 from 2 to 4 lanes					
Total Project Cost \$28,556,320					
Total Cost of Phase(s) in CPNA: \$414,720					
Eligible Public Share: \$225,280					
Nexus Study Fair Share: 35.2%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Plans, Specifications and Estimates (PS&E)					
Demo Funds	\$ -	\$ 2,560.00	\$ -	\$ 2,560.00	\$ 2,560.00
MI Valley Arterial Funds	\$ -	\$ 414.72	\$ -	\$ 414.72	\$ 414.72
Development Fees	\$ -	\$ 225.28	\$ -	\$ 225.28	\$ 225.28
Right of Way Acquisition (ROW)					
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Construction (CONST)					
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project					
Demo Funds	\$ -	\$ 2,560.00	\$ -	\$ 2,560.00	\$ 2,560.00
MI Valley Arterial	\$ -	\$ 414.72	\$ -	\$ 414.72	\$ 414.72
Development Fees	\$ -	\$ 225.28	\$ -	\$ 225.28	\$ 225.28
Kimball Ave					
Construct Traffic Signal at Intersection of Kimball Ave and Mill Creek Rd					
Total Project Cost \$244,000					
Eligible Public Share: \$158,100					
Nexus Study Fair Share: 35.2%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial Funds	\$ 4.98	\$ -	\$ -	\$ 4.98	\$ 4.98
Development Fees	\$ 2.72	\$ -	\$ -	\$ 2.72	\$ 2.72
Right of Way Acquisition (ROW)					
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Construction (CONST)					
MI Valley Arterial Funds	\$ -	\$ 153.12	\$ -	\$ 153.12	\$ 153.12
Development Fees	\$ -	\$ 83.18	\$ -	\$ 83.18	\$ 83.18
Total Project					
MI Valley Arterial	\$ 4.98	\$ 153.12	\$ -	\$ 158.10	\$ 158.10
Development Fees	\$ 2.72	\$ 83.18	\$ -	\$ 85.90	\$ 85.90

Attachment B

Allocation Limit and Program Accounting of MI Valley Arterial Funds for the City of Chino

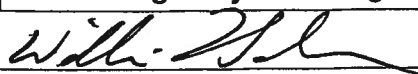
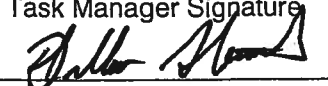
Allocation/Reimbursements		Amount
FY 10/11 MI Valley Arterial Allocation	\$	482,680.00
FY 10/11 Projected Prior Adv Exp Reimbursement	\$	4,980.00
FY 10/11 Projected New MI Expenditures	\$	567,840.00
FY 10/11 Projected New MI Adv Expenditures	\$	90,140.00
Additional Programming Capacity	\$	-
Cumulative Allocation	\$	482,680.00
Cumulative Reimbursements*	\$	-
Outstanding Advance Expenditures	\$	-

* Includes both reimbursed project and advance expenditures.

SANBAG Contract No. **C10245**
by and between
San Bernardino County Transportation Authority
And City of Fontana
for Jurisdiction Master Agreement

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>1,238,450</u> Contingency / Allowance Amount \$ _____		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total: Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►			\$ <u>1,238,450</u>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
515	008	010	54830	_____	4130	\$ <u>154,806.25</u>
515	008	011	54830	_____	4130	\$ <u>154,806.25</u>
515	008	012	54830	_____	4130	\$ <u>154,806.25</u>
515	008	013	54830	_____	4130	\$ <u>154,806.25</u>
515	008	014	54830	_____	4130	\$ <u>154,806.25</u>
515	008	015	54830	_____	4130	\$ <u>154,806.25</u>
515	008	016	54830	_____	4130	\$ <u>154,806.25</u>
515	008	017	54830	_____	4130	\$ <u>154,806.25</u>
Original Board Approved Contract Date:				8/4/10	Contract Start: 8/4/10	Contract End: 7/1/13
New Amend. Approval (Board) Date:				_____	Amend. Start: _____	Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>1,238,450</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>51511000</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

Task Manager: Ty Schulling		Contract Manager:	
	7/16/16		
Task Manager Signature	Date	Contract Manager Signature	Date
	7/20/16		
Chief Financial Officer Signature	Date		

JURISDICTION MASTER AGREEMENT NO. C10245

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the CITY of Fontana (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, SANBAG has determined that these PROJECTS (Attachment A) are included in the SANBAG Development Mitigation Nexus Study Capital Project Needs Analysis; and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible PROJECT expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds up to the annual fund allocation amount (Attachment B);

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided in Section III, within 30 days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were

incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.
3. SANBAG shall assign a project liaison for purposes of coordinating project activities and invoice review.

SECTION II

CITY AGREES:

1. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study and are included in first two years of the current Capital Project Needs Analysis (CPNA) will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds.
2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to Attachment A. Invoices may be submitted to SANBAG as frequently as monthly, up the allocation limit specified in Attachment B.
3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under SANBAG's control.
4. To provide 32.1% share of total eligible PROJECT expenses, which represents the development share, as documented in Attachment B.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the

date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held and related communications on project progress and to provide at least quarterly schedule updates to SANBAG. SANBAG shall assign a project liaison for the purpose of attending PDT meetings.
10. As an eligible PROJECT expense, to post signs when PROJECT begins at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Fontana

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this agreement.

2. SANBAG's financial responsibility shall be 67.9% of actual cost for eligible PROJECT expenditures, up to the allocation limit specified in Attachment B. An estimate of costs for each PROJECT PHASE is provided in Attachment A.
3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the allocation limit for the current fiscal year, based on invoices for eligible PROJECT expenditures. SANBAG retains the option to reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within 30 days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.
4. If CITY does not expend funds up to the allocation limit in Attachment B within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation limit for the subsequent year. A cumulative allocation limit will be maintained in Attachment B. The cumulative allocation limit will be reconciled against the CPNA submittals beginning with the submittals for Fiscal Year 2012/2013 and adjusted, as appropriate, in the apportionment and allocation process beginning that fiscal year.
5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
8. The terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of apportionment of Measure I funds, per Strategic Plan Policy 40001/VS-1.

San Bernardino County
Transportation Authority

By: _____

President, SANBAG Board of
Directors

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____

JR Jean-Rene Basle
SANBAG County Counsel

Date: 07/21/10

City of Fontana

By: Frank Sanchez

Mayor

Date: 7-14-10

APPROVED AS TO FORM AND
PROCEDURE:

By: _____

CITY Attorney

Date: 7-14-10

Attachment A

Project(s) Eligible for Expenditure/Reimbursement of MI Valley Arterial Funds for the City of Fontana (\$1,000s)

Citrus Ave				
Widen Citrus Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes				
Total Project Cost \$5,830,000				
Eligible Public Share: \$1,871,430				
Nexus Study Fair Share: 32.1%				
Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ 395.86	\$ -	\$ -	\$ 395.86
Development Fees	\$ 187.14	\$ -	\$ -	\$ 187.14
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ 593.79	\$ -	\$ -	\$ 593.79
Development Fees	\$ 280.71	\$ -	\$ -	\$ 280.71
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ 692.92	\$ 296.72	\$ -	\$ 989.64
Development Fees	\$ 327.58	\$ 140.28	\$ -	\$ 467.86
Construction (CONST)				
MI Valley Arterial	\$ -	\$ -	\$ 1,979.28	\$ 1,979.28
Development Fees	\$ -	\$ -	\$ 935.72	\$ 935.72
Total Project				
MI Valley Arterial	\$ 1,682.57	\$ 296.72	\$ 1,979.28	\$ 3,958.57
Development Fees	\$ 795.43	\$ 140.28	\$ 935.72	\$ 1,871.43

Cypress Ave				
Widen Cypress Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes				
Total Project Cost \$2,494,000				
Eligible Public Share: \$1,693,420				
Nexus Study Fair Share: 32.1%				
Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ 169.61	\$ -	\$ -	\$ 169.61
Development Fees	\$ 80.19	\$ -	\$ -	\$ 80.19
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ 254.42	\$ -	\$ -	\$ 254.42
Development Fees	\$ 120.28	\$ -	\$ -	\$ 120.28
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ -	\$ 424.04	\$ -	\$ 424.04
Development Fees	\$ -	\$ 200.46	\$ -	\$ 200.46
Construction (CONST)				
MI Valley Arterial	\$ -	\$ -	\$ 845.35	\$ 845.35
Development Fees	\$ -	\$ -	\$ 399.65	\$ 399.65
Total Project				
MI Valley Arterial	\$ 424.03	\$ 424.04	\$ 845.35	\$ 1,693.42
Development Fees	\$ 200.47	\$ 200.46	\$ 399.65	\$ 800.58

Duncan Canyon Rd

Widen Duncan Canyon Rd from I-15 to Citrus Ave from 2 to 4 lanes

Total Project Cost \$1,312,000

Eligible Public Share: \$890,850

Nexus Study Fair Share: 32.1%

Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ 89.08	\$ -	\$ -	\$ 89.08
Development Fees	\$ 42.12	\$ -	\$ -	\$ 42.12
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ 133.63	\$ -	\$ -	\$ 133.63
Development Fees	\$ 63.17	\$ -	\$ -	\$ 63.17
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ 222.71	\$ -	\$ -	\$ 222.71
Development Fees	\$ 105.29	\$ -	\$ -	\$ 105.29
Construction (CONST)				
MI Valley Arterial	\$ -	\$ -	\$ 445.42	\$ 445.42
Development Fees	\$ -	\$ -	\$ 210.58	\$ 210.58
Total Project				
MI Valley Arterial	\$ 445.42	\$ -	\$ 445.42	\$ 890.85
Development Fees	\$ 210.58	\$ -	\$ 210.58	\$ 421.15

Foothill Blvd

Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes

Total Project Cost \$7,218,000

Total Cost of Phase(s) in CPNA:

\$2,337,300

Eligible Public Share: \$1,587,030

Nexus Study Fair Share: 32.1%

Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ -	\$ 490.10	\$ -	\$ 490.10
Development Fees	\$ -	\$ 231.70	\$ -	\$ 231.70
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ -	\$ 40.20	\$ 694.96	\$ 735.16
Development Fees	\$ -	\$ 19.00	\$ 328.54	\$ 347.54
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Construction (CONST)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Total Project				
MI Valley Arterial	\$ -	\$ 530.30	\$ 694.96	\$ 1,225.26
Development Fees	\$ -	\$ 250.70	\$ 328.54	\$ 579.24

* Project finished in subsequent fiscal years

Sierra Ave					
Widen Sierra Ave from Foothill Blvd to Baseline Rd from 4 to 6 lanes					
Total Project Cost \$8,129,000					
Eligible Public Share: \$5,519,590					
Nexus Study Fair Share: 32.1%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial	\$ -	\$ 20.37	\$ -	\$ 20.37	
Development Fees	\$ -	\$ 9.63	\$ -	\$ 9.63	
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ -	\$ 101.85	\$ -	\$ 101.85	
Development Fees	\$ -	\$ 48.15	\$ -	\$ 48.15	
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ -	\$ -	\$ 3,734.50	\$ 3,734.50	
Development Fees	\$ -	\$ -	\$ 1,765.50	\$ 1,765.50	
Construction (CONST)					
MI Valley Arterial	\$ -	\$ -	\$ 1,662.87	\$ 1,662.87	
Development Fees	\$ -	\$ -	\$ 786.13	\$ 786.13	
Total Project					
MI Valley Arterial	\$ -	\$ 122.22	\$ 5,397.37	\$ 5,519.59	
Development Fees	\$ -	\$ 57.78	\$ 2,551.63	\$ 2,609.41	

Sierra Ave					
Widen Sierra Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes					
Total Project Cost \$2,823,000					
Total Cost of Phase(s) in CPNA: \$423,450					
Eligible Public Share: \$287,520					
Nexus Study Fair Share: 32.1%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial	\$ -	\$ -	\$ 95.84	\$ 95.84	
Development Fees	\$ -	\$ -	\$ 45.31	\$ 45.31	
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ -	\$ -	\$ 191.68	\$ 191.68	
Development Fees	\$ -	\$ -	\$ 90.62	\$ 90.62	
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -	
Development Fees	\$ -	\$ -	\$ -	\$ -	
Construction (CONST)					
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -	
Development Fees	\$ -	\$ -	\$ -	\$ -	
Total Project					
MI Valley Arterial	\$ -	\$ -	\$ 287.52	\$ 287.52	
Development Fees	\$ -	\$ -	\$ 135.93	\$ 135.93	

* Project finished in subsequent fiscal years

Sierra Lakes Pkwy

Widen Sierra Lakes Pkwy from Beech Ave to Citrus Ave from 2 to 4 lanes

Total Project Cost \$4,290,000

Total Cost of Phase(s) in CPNA: \$400,000

Eligible Public Share: \$271,600

Nexus Study Fair Share: 32.1%

Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ -	\$ -	\$ 33.95	\$ 33.95
Development Fees	\$ -	\$ -	\$ 16.05	\$ 16.05
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ -	\$ -	\$ 237.65	\$ 237.65
Development Fees	\$ -	\$ -	\$ 112.35	\$ 112.35
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Construction (CONST)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Total Project				
MI Valley Arterial	\$ -	\$ -	\$ 271.60	\$ 271.60
Development Fees	\$ -	\$ -	\$ 128.40	\$ 128.40

* Project finished in subsequent fiscal years

Slover Ave

Widen Slover Ave from Etiwanda Ave to 800' east of Etiwanda Ave from 2 to 4 lanes

Total Project Cost \$2,097,000

Total Cost of Phase(s) in CPNA: \$627,000

Eligible Public Share: \$201,260

Nexus Study Fair Share: 32.1%

Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ 70.62	\$ -	\$ -	\$ 70.62
Development Fees	\$ 33.38	\$ -	\$ -	\$ 33.38
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ 141.91	\$ -	\$ -	\$ 141.91
Development Fees	\$ 67.09	\$ -	\$ -	\$ 67.09
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ -	\$ 213.21	\$ -	\$ 213.21
Development Fees	\$ -	\$ 100.79	\$ -	\$ 100.79
Construction (CONST)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Total Project				
MI Valley Arterial	\$ 212.53	\$ 213.21	\$ -	\$ 425.74
Development Fees	\$ 100.47	\$ 100.79	\$ -	\$ 201.26

* Project finished in subsequent fiscal years

Attachment B

Allocation Limit and Program Accounting of MI Valley Arterial Funds for the City of Fontana

Allocation/Reimbursements	Amount
FY 10/11 MI Valley Arterial Allocation	\$ 1,238,450.00
FY 10/11 Projected Prior Adv Exp Reimbursement	\$ 1,238,450.00
FY 10/11 Projected New MI Expenditures	\$ 1,948,260.00
FY 10/11 Projected New MI Adv Expenditures	\$ 1,948,260.00
Additional Programming Capacity	\$ -
Cumulative Allocation	\$ 1,238,450.00
Cumulative Reimbursements*	\$ -
Outstanding Unreimb Advance Expenditures	\$ 1,526,100.00

* Includes both reimbursed project and advance expenditures.

SANBAG Contract No. **C10250**
by and between
San Bernardino County Transportation Authority
And City of Ontario
for Jurisdiction Master Agreement

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment				
Notes:							
Original Contract: \$ <u>781,170</u> Contingency / Allowance Amount \$ _____		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total: Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____					
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►			\$ <u>781,170</u>				
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment							
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
515	015	025	54830	_____	4130	\$ 390,585	
515	015	026	54830	_____	4130	\$ 390,585	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
Original Board Approved Contract Date: <u>8/4/10</u>				Contract Start: <u>8/4/10</u>		Contract End: <u>7/1/13</u>	
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>781,170</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>51511000</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

Task Manager: Ty Schuiling	Contract Manager: _____
 Task Manager Signature	_____ Contract Manager Signature
 Chief Financial Officer Signature	_____ Date
_____ Date	_____ Date

JURISDICTION MASTER AGREEMENT NO. C10250

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

THIS AGREEMENT is made and entered into this 15th day of June, 2010 by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Ontario (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, SANBAG has determined that these PROJECTS (Attachment A) are included in the SANBAG Development Mitigation Nexus Study Capital Project Needs Analysis; and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible PROJECT expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds up to the annual fund allocation amount (Attachment B);

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided in Section III, within 30 days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were

incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.
3. SANBAG shall assign a project liaison for purposes of coordinating project activities and invoice review.

SECTION II

CITY AGREES:

1. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study and are included in first two years of the current Capital Project Needs Analysis (CPNA) will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds.
2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to Attachment A. Invoices may be submitted to SANBAG as frequently as monthly, up to the allocation limit specified in Attachment B.
3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under SANBAG's control.
4. To provide 44.4% share of total eligible PROJECT expenses, which represents the development share as documented in Attachment A.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the

date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held and related communications on project progress and to provide at least quarterly schedule updates to SANBAG. SANBAG shall assign a project liaison for the purpose of attending PDT meetings.
10. As an eligible PROJECT expense, to post signs when PROJECT begins at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Ontario.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this agreement.

2. SANBAG's financial responsibility shall be 55.6% of actual cost for eligible PROJECT expenditures, up to the allocation limit specified in Attachment B. An estimate of costs for each PROJECT PHASE is provided in Attachment A.
3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the allocation limit for the current fiscal year, based on invoices for eligible PROJECT expenditures. SANBAG retains the option to reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within 30 days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.
4. If CITY does not expend funds up to the allocation limit in Attachment B within the current fiscal year, the unused portion shall be applied to eligible PROJECT or future fiscal year projects expenditures in the subsequent fiscal year, in addition to the allocation limit for the subsequent year. A cumulative allocation limit will be maintained in Attachment B. The cumulative allocation limit will be reconciled against the CPNA submittals beginning with the submittals for Fiscal Year 2012/2013 and adjusted, as appropriate, in the apportionment and allocation process beginning that fiscal year.
5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.
7. Neither City nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted

to be done by SANBAG under or in connection with any work, authority, or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully, defend, indemnify and save harmless City, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of negligence or willful acts or omissions done by SANBAG under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

8. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
9. The terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
10. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of apportionment of Measure I funds, per Strategic Plan Policy 40001/VS-1.


San Bernardino County
Transportation Authority

By: _____

President, SANBAG Board of
Directors


Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
fr Jean-Rene Basle
SANBAG County Counsel

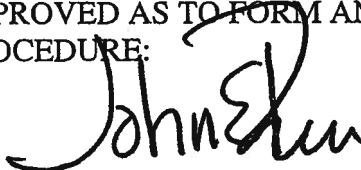
Date: 07/21/10

City of Ontario

By:  _____
~~Mayer~~ City Manager

Date: 06/15/10

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
CITY Attorney

Date: 06/15/10

Attachment A

**Project(s) Eligible for Expenditure/Reimbursement of
MI Valley Arterial Funds for the City of Ontario (\$1,000s)**

Grove Ave				
Widen Grove Ave from Fourth St to Holt Blvd from 4 to 6 lanes				
Total Project Cost \$29,595,000				
Total Cost of Phase(s) in CPNA:				
\$3,195,000				
Eligible Public Share: \$359,400				
Nexus Study Fair Share: 44.4%				
Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
Demo Funds	\$ 123.60	\$ 2,425.00	\$ -	\$ 2,548.60
Development Fees	\$ 31.70	\$ 255.30	\$ -	\$ 287.00
MI Valley Arterial Funds	\$ 39.70	\$ 319.70	\$ -	\$ 359.40
Plans, Specifications and Estimates (PS&E)				
Demo Funds	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition (ROW)				
Development Fees	\$ -	\$ -	\$ -	\$ -
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -
Construction (CONST)				
Development Fees	\$ -	\$ -	\$ -	\$ -
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -
Total Project				
Demo Funds	\$ 123.60	\$ 2,425.00	\$ -	\$ 2,548.60
Development Fees	\$ 31.70	\$ 255.30	\$ -	\$ 287.00
MI Valley Arterial Funds	\$ 39.70	\$ 319.70	\$ -	\$ 359.40

Mission Blvd					
Widen Mission Blvd from Benson to Milliken from 4 to 6 lanes					
Total Project Cost: \$15,620,000					
Total Cost of Phase(s) in CPNA: \$2,620,000					
Eligible Public Share: \$374,540					
Nexus Study Fair Share: 44.4%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
Development Fees	\$ -	\$ -	\$ -	\$ -	\$ -
MI Valley Arterial Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Plans, Specifications and Estimates (PS&E)					
Demo Funds	\$ 896.00	\$ -	\$ -	\$ 896.00	\$ 896.00
Development Fees	\$ 99.46	\$ -	\$ -	\$ 99.46	\$ 99.46
MI Valley Arterial Funds	\$ 124.54	\$ -	\$ -	\$ 124.54	\$ 124.54
Right of Way Acquisition (ROW)					
Demo Funds	\$ -	\$ 525.00	\$ -	\$ 525.00	\$ 525.00
Development Fees	\$ -	\$ 99.90	\$ -	\$ 99.90	\$ 99.90
MI Valley Arterial Funds	\$ -	\$ 125.10	\$ -	\$ 125.10	\$ 125.10
Construction (CONST)					
Demo Funds	\$ -	\$ 525.00	\$ -	\$ 525.00	\$ 525.00
Development Fees	\$ -	\$ 99.90	\$ -	\$ 99.90	\$ 99.90
MI Valley Arterial Funds	\$ -	\$ 125.10	\$ -	\$ 125.10	\$ 125.10
Total					
Demo Funds	\$ 896.00	\$ 1,050.00	\$ -	\$ 1,946.00	\$ 1,946.00
Development Fees	\$ 99.46	\$ 199.80	\$ -	\$ 299.26	\$ 299.26
MI Valley Arterial Funds	\$ 124.54	\$ 250.20	\$ -	\$ 374.74	\$ 374.74

Attachment B

**Allocation Limit and Program Accounting of
MI Valley Arterial Funds for the City of Ontario**

Allocation/Reimbursements		Amount
FY 10/11 MI Valley Arterial Allocation	\$	781,170.00
FY 10/11 Projected Prior Adv Exp Reimbursement	\$	164,240.00
FY 10/11 Projected New MI Expenditures	\$	569,900.00
FY 10/11 Projected New MI Adv Expenditures	\$	-
Additional Programming Capacity	\$	47,030.00
Cumulative Allocation	\$	781,170.00
Cumulative Reimbursements*	\$	-
Outstanding Advance Expenditures	\$	-

* Includes both reimbursed project and advance expenditures.

DISCUSSION ITEMS

Minute Action

AGENDA ITEM: 22

Date: August 4, 2010

Subject: Notice of City Selection Committee meeting on September 1, 2010

Recommendation: Note the date of the upcoming City Selection Committee elections on September 1, 2010 and the call for candidates for members of the San Bernardino County Local Agency Formation Commission (LAFCO). The last day for candidates to provide their letter of interest is August 9, 2010.

Background: With the resignation of Mark Nuaimi from Fontana, one seat for a City Primary Member to LAFCO has become available. The City Selection Committee is established by the California Government Code for the purpose of selecting members of the cities within each county to serve on specified bodies.

The City Selection Committee consists of the Mayor of each City within San Bernardino County. A Mayor may designate an alternate member of the City Council to vote at the City Selection Committee meeting by providing that Council member with a written designation signed by the Mayor and filed with the Clerk of the Board of Supervisors.

The Committee will select a Primary City Member for LAFCO to fill the seat recently vacated by Mark Nuaimi of Fontana. LAFCO is responsible for approving municipal and district boundaries that encourage orderly government boundaries based upon local circumstances and conditions. Mayors or

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

X	COG		CTC		CTA		SAFE		CMA
---	-----	--	-----	--	-----	--	------	--	-----

Check all that apply
 BRD1008c-DAB

City Council members are eligible to serve on LAFCO. The current City representation on LAFCO is as follows:

Position	Incumbent	Term Expires
Primary Member	Vacant (formerly held by Mark Nuaimi, City of Fontana)	May 2012
Primary Member	Larry McCallon City of Highland	May 2014
Alternate Member	Diane Williams City of Rancho Cucamonga	May 2014

Council members or Mayors who are interested in serving in these positions should submit a letter of interest and statement of qualifications to the Clerk of the Board of Supervisors by Monday, August 9, 2010. Candidate materials will then be forwarded to all City Managers, City Clerks and Mayors to be distributed to all City Council members. The City Selection Committee will meet after the SANBAG Board Meeting on September 1, 2010.

Financial Impact: This item has no direct impact upon the adopted SANBAG budget

Reviewed By: This item has had no prior policy committee review.

Responsible Staff: Duane A. Baker, Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 23

Date: August 4, 2010

Subject: Southern California Regional Rail Authority use of the High Speed Passenger Train Proposition 1A Bond Funds for Positive Train Control

Recommendation:* Approval of a Memorandum of Understanding (MOU) with the Southern California Regional Rail Authority (SCRRA) for use of the High Speed Passenger Train Proposition 1A bond funds for positive train control (PTC) and other projects through the execution of a Letter of No Prejudice (LONP) with the California Transportation Commission (CTC) and associated authorization legislation.

Background: The SCRRA, the Metrolink operator, is an eligible recipient of \$124.7 million in formula funds under the High Speed Passenger Train Bond Act (Proposition 1A). In order to receive an allocation of these funds from the CTC, the act requires the SCRRA to enter into an MOU with the five member agencies that will individually approve the use. The SCRRA requires a portion of its formula share of the Proposition 1A for the PTC project. The SCRRA plans to award one of the key contracts for PTC by September 24, 2010 or possibly sooner.

Allocation of the High Speed Passenger Train Bond Act funds were scheduled for approval at the California Transportation Commission meeting in July 2010. However, the item was deferred due to the lack of State budget and uncertainty related to the potential sale of State Bonds to fund the allocation. To correct the problem, State legislation is being pursued to authorize issuance of a Letter of No Prejudice for the High Speed Passenger Train Bond Act Funds, wherein SCRRA could gain approval to proceed with the project and to spend funds in advance of

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

<input checked="" type="checkbox"/>	COG	<input checked="" type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply
 BRD1008e-maa

the availability of State funds. If approved, the LONP process would require that SCRRA member agencies agree to advance funds for the project. SCRRA currently has cash flow to fund the project possibly through the end of the 2010 calendar year.

SCRRA and its member agencies are (1) pursuing legislation to authorize the LONP, (2) seeking the State Treasurer's concurrence to prioritize bond proceeds for High Speed Passenger Train funds, and (3) gaining approval of the required MOU which guarantees funding in advance of State bond proceeds. In order to meet the timeframe for approval of the Metrolink contract for Positive Train Control, SCRRA is pursuing LONP approval and allocation at the August 11/12, 2010 CTC meeting or at the September 22/23, 2010 CTC meeting. The MOU must be in place prior to these meetings in order for the CTC to approve either the LONP or the allocation.

A copy of the MOU will be provided in advance of the Board meeting. If the necessary legislation is not approved in time for the August California Transportation Commission meeting, the item will be pulled and sent to the August Commuter Rail and Transit Committee meeting for further review.

-
- Financial Impact:*** This memorandum of understanding will commit SANBAG to provide funding for Metrolink Positive Train Control up to \$12m in the case that State bond proceeds are not available and Metrolink does not have sufficient cash flow to fund the contractor.
- Reviewed By:*** This item has not had prior policy committee review. A status report on the need for this item was provided to the Commuter Rail and Transit Committee at their meeting on July 22, 2010.
- Responsible Staff:*** Mitchell Alderman, Director of Transit and Rail Programs

Minute Action

AGENDA ITEM: 24

Date: August 4, 2010

Subject: Trade Corridor Improvement Fund (TCIF) and Traffic Congestion Relief Program (TCRP) reprogramming strategy

- Recommendation:***
1. Approve the TCIF nomination of the Laurel Street Grade Separation project.
 2. Approve reprogramming \$4,259,000 of TCIF savings from I-10 Riverside Avenue Interchange project (TN 841) to Laurel Street Grade Separation project (TN 883).
 3. Approve reprogramming \$7,658,000 of TCIF funds from South Archibald Avenue Grade Separation project (TN 878) to Laurel Street Grade Separation project (TN 883).
 4. Approve termination of the South Archibald Avenue Grade Separation project TCIF Baseline Agreement (C09125).
 5. Approve programming \$40,347,000 of TCRP funds from the North Milliken Avenue Grade Separation project (TN 882) as described below:
 - a) Program \$27,123,000 to Laurel Street Grade Separation project (TN 883)
 - b) Program \$13,224,000 to Vineyard Avenue Grade Separation project (TN 877)

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

	COG	X	CTC	X	CTA		SAFE		CMA
--	-----	---	-----	---	-----	--	------	--	-----

6. Authorize the SANBAG Executive Director to amend the Vineyard Ave Grade Separation project TCIF Baseline Agreement (C09018) revising the funding plan and updating the schedule upon CTC approval.

Background:

TCIF Strategy: In January 2010, the SANBAG Board of Directors approved the construction contract for the I-10 Riverside Avenue Interchange project. The lowest responsible bid plus contingency was \$5,657,289 lower than the amount of funds programmed for the project. Funding for this project comprised of various federal funds, State funding in the form of TCIF and STIP/RIP funds, and local match from the City of Rialto. The total cost savings primarily reflected savings to the local match from the City of Rialto and SANBAG's share through Measure I and TCIF funding.

Since the TCIF funds on the I-10 Riverside Avenue Interchange project is funded through SANBAG's purchase of State General Obligation Private Placement Bonds, the California Transportation Commission (CTC) gives special consideration to the placement of these TCIF savings by allowing SANBAG to place the savings on a project of their choice that meets the TCIF criteria. It is recommended that the TCIF savings be placed on Laurel Street grade separation.

In December 2008, SANBAG approved a TCIF baseline agreement for approximately \$7.7 million of TCIF funds for the South Archibald Avenue Grade Separation project in the City of Ontario. In a letter to the SANBAG Executive Director, the City of Ontario expressed that they would like to place the South Archibald Grade Separation project on hold due to various factors. Because of the delay, there is a risk that the South Archibald Avenue Grade Separation project will not make the TCIF statutory deadline to begin construction by 2013; as such the City agreed that the TCIF funds should be reassigned.

CTC staff indicated that the Commissioner would like to see TCIF balances moved into new project rather than supplanting other funds in existing TCIF projects. As such, SANBAG staff recommends reprogramming the I-10/Riverside Avenue Interchange TCIF savings and the South Archibald Avenue Grade Separation TCIF funds onto the Laurel Street Grade Separation project since this project meets all the criteria and makes a good candidate project for the TCIF program. The project is within the Alameda Corridor East (ACE) rail corridor and construction is planned to begin in late 2012. The proposed Laurel Street Grade Separation would result in traffic operational improvements, enhanced safety, air quality benefits, jobs creation, and would reduce train related noise impacts on the community.

TCRP Strategy: In January 2010, at a special Board of Directors meeting, the SANBAG Board of Directors approved deprogramming approximately \$40,347,000 million of TCRP funding from the North Milliken Grade Separation project. During this special meeting, the Board of Directors also approved moving

the TCRP funds to the Laurel Avenue Grade Separation project. The TCRP was removed from the North Milliken Avenue project since the funds would not be available when required for construction.

It should be noted that CTC staff does not think the TCRP funds will be available until 2015 at the earliest. Legislation allows the sponsoring agency to front the funds with the understanding that they will be reimbursed once the TCRP funds are available. The two projects that staff is recommending that the TCRP funds be placed on will require the funds prior to 2015, therefore requiring SANBAG to front the money. This will not cause any economic impact to SANBAG since the current plan is to fund our share with Measure I funds. By programming the TCRP funds on these projects, SANBAG will be in the queue to receive reimbursement when the TCRP funds become available.

SANBAG's share of the total cost of the Laurel Street Grade Separation project is estimated at \$39,039,000. Staff recommends the nomination of the Laurel Street Grade Separation for TCIF programming consideration at the September CTC meeting. With the addition of \$11,917,000 of TCIF funds as described above, the maximum amount of TCRP funds that can be added is limited to \$27,123,000. With the TCIF and TCRP funds and funding contributions from the City of Colton, Burlington Northern Santa Fe railroad (BNSF) and Union Pacific Railroad (UPRR), the Laurel Street Grade Separation Project will be fully funded through construction.

Staff is recommending that remaining \$13,224,000 of TCRP funds from the North Milliken Avenue Grade Separation project be programmed on the Vineyard Avenue Grade Separation project. The Vineyard Avenue project revised schedule is for construction to begin in mid-2013. SANBAG's share of the Vineyard Avenue Grade Separation project is \$41,728,000. The TCRP funds will supplant a portion of the Measure I funds.

The complete reprogramming strategy as shown in Exhibit "A" with technical corrections that reflect the amount of funding approved by the Board in January 2010 for North and South Milliken Grade Separation projects.

Item Update: Since the July 15, 2010 SANBAG Major Projects Committee Meeting, the distribution of the savings from the I-10 Riverside Avenue Interchange project has been corrected. Because of this correction, the amount of TCRP proposed for the Laurel Street Grade Separation project and the Vineyard Avenue Grade Separation project has also been updated. In addition, staff has met with City of Rialto staff to reach a mutual understanding on the distribution of the savings.

Financial Impact: This item has no direct impact on the adopted budget. The item may result in a reimbursement from the State in a future year.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 15, 2010, with the stipulation that an understanding be reached with the City of Rialto staff on the distribution of construction savings from the I-10/Riverside Avenue Interchange project prior to presenting to the SANBAG Board.

Responsible Staff: Garry Cohoe, Director of Project Delivery

SANBAG Contract No. **C09018-01**
by and between California Transportation Commission, Caltrans, City of Ontario
for Vineyard Ave Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY							
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>CTC</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes ____ % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment				
Notes: Baseline agreement serve as a general scope benefit project sponsor agreement. Final funding contribution will be determined by co-op agreements for each phase.							
Original Contract: \$ _____ Contingency / Allowance Amount \$ _____	Previous Amendments \$ <u>0</u> Previous Amendments \$ <u>0</u> Contingency / Allowance Total: Current Amendment: \$ <u>0</u> Current Amendment Contingency / Allowance: \$ <u>0</u>						
Contingency Amount requires specific authorization by Task Manager prior to release..							
Contract TOTAL ►			\$ _____				
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>0877</u>	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
Original Board Approved Contract Date: <u>12/4/08</u>				Contract Start: <u>12/4/08</u>		Contract End: <u>8/4/15</u>	
New Amend. Approval (Board) Date: <u>8/4/10</u>				Amend. Start: <u>8/4/10</u>		Amend. End: <u>8/4/15</u>	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: _____ \$ _____		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes: <input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	
Task Manager: Garry Cohoe	Contract Manager: Philip Chu

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

**TRADE CORRIDOR IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT AMENDMENT #1**

On September 22, 2010, with CTC Resolution TCIF _____, attached hereto for reference, the California Transportation Commission approved a TCIF Program Amendment to revised fund programming and project schedule of TCIF Project: Vineyard Ave. Grade Separation Project.

The Project Baseline Agreement provision for the Vineyard Ave. Grade Separation Project, effective on September 1, 2008, made by and between the California Transportation Commission, the California Department of Transportation, the City of Ontario and San Bernardino Associated Governments remain in effect except for the following sections:

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

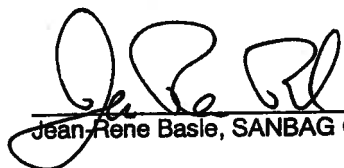
California Department of Transportation
Cindy McKim, Director

California Transportation Commission
Bimla Rhinehart, Executive Director

City of Ontario
Chris Hughes, City Manager

San Bernardino Associated Governments
Deborah Barmack, Executive Director

APPROVED TO AS FORM:



Jean-Rene Basle, SANBAG Counsel



2008 Project Programming Request (Project Information)

General Instructions

<input checked="" type="checkbox"/> New Project <input type="checkbox"/> Amendment (Existing Project)		Date: 07/08/10	
Caltrans District: 08	EA:	PPNO:	MPO ID: 200849
County: SBD		Route/Corridor:	TCRP No:
Project Sponsor/Lead Agency: City of Ontario		MPO: SCAG	Element: MT
Project Title: Vineyard Ave Railroad Grade Separation at UP/Alhambra			
PM Bk:	PM Ahd:	Project Mgr/Contact: Tom Danna	E-mail Address: tdanna@ci.ontario.ca.us
Phone: 909-395-2387			
Location, Project Limits, Description, Scope of Work, Legislative Description: In the City of Ontario along Alameda Corridor East, on Vineyard Ave at UP/Alhambra immediately south of Holt Blvd. construct grade separation.			
Component	Implementing Agency	AB 3090	Letter of No Prejudice
PA&ED	Ontario	<input type="checkbox"/>	<input type="checkbox"/>
PS&E	Ontario	<input type="checkbox"/>	<input type="checkbox"/>
Right of Way	Ontario	<input type="checkbox"/>	<input type="checkbox"/>
Construction	Ontario	<input type="checkbox"/>	<input type="checkbox"/>
Legislative Districts: Assembly: 61 Senate: 32			
Congressional: 43			
Purpose and Need: Vineyard Ave is a north/south corridor north of Los Angeles/Ontario International Airport (ONT) running from I-10 to ONT and to Ontario's Foreign Trade Zone No. 50-1 (an extension of the Port of Long Beach's FTZ NO. 50). It carries an estimated 11,400 vehicles per day (23,200 vpd by 2030), and heavy duty trucks are estimated to comprise 20 percent of daily traffic. Separating the railroad crossing from Vineyard Ave, which is a key location along the Alameda Corridor East, will mitigate community impacts of goods movement and provide more reliable truck access to the logistics complex and the air cargo facilities at ONT.			
Project Benefits: Railroad grade separations increase travel reliability on major roadways for both the community and truck traffic, improve air quality, and eliminate potential conflicts between vehicular and train traffic, which all act to mitigate the impact of freight movement on communities. This grade separation will eliminate gate down time totaling 2.4 hours per day in 2030 and is estimated to reduce 98 daily vehicle hours of delay in 2030.			
Project Milestone		Date	
Project Study Report Approved		N/A	
Begin Environmental (PA&ED) Phase		07/01/08	
Circulate Draft Environmental Document	Document Type: N/A	CEQA SE	
Draft Project Report		01/01/09	
End Environmental Phase (PA&ED Milestone)		12/31/09	
Begin Design (PS&E) Phase		01/01/10	
End Design Phase (Ready to List for Advertisement Milestone)		12/31/11	
Begin Right of Way Phase		01/01/10	
End Right of Way Phase (Right of Way Certification Milestone)		06/30/12	
Begin Construction Phase (Contract Award Milestone)		12/01/12	
End Construction Phase (Construction Contract Acceptance Milestone)		12/31/14	
Begin Closeout Phase		01/01/15	
End Closeout Phase (Closeout Report)		04/30/15	

07/01/2009
06/15/2010
06/16/2010
02/01/2012
01/31/2011
01/31/2013
04/01/2013
10/01/2015
11/01/2015
05/01/2016



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 07/08/10

County	CT District	PPHO	TCRP Project No.	EA
SBD	08	0	0	0

Project Title: Vineyard Ave Railroad Grade Separation at UP/Alhambra

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	12/14+	Total	
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	2,000	0	0	0	0	2,000	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	8,402	0	0	0	0	8,402	
CON	0	0	0	0	0	32,637	0	32,637	
TOTAL	750	0	10,402	0	0	32,637	0	43,789	
Proposed Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	12/14+	Total	
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	3,045	0	0	0	0	3,045	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	9,759	0	0	0	9,759	
CON	0	0	0	0	0	47,211	0	47,211	
TOTAL	750	0	3,045	9,759	0	47,211	0	60,765	

Fund No. 1:	Trade Corridor Improvement Funds (TCIF)								Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	6,884	0	6,884	
TOTAL	0	0	0	0	0	6,884	0	6,884	
Proposed Funding									Notes
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						5,884		6,884	
TOTAL	0	0	0	0	0	6,884	0	6,884	

Fund No. 2:	Local Funds (Developer Impact Fees)								Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	12/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	1,680	0	0	0	0	1,680	
CON	0	0	0	0	0	6,673	0	6,673	
TOTAL	0	0	1,680	0	0	6,673	0	8,353	
Proposed Funding									Notes
E&P (PA&ED)								0	
PS&E			609					609	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W				1,952				1,952	
CON						9,442		9,442	
TOTAL	0	0	609	1,952	0	9,442	0	12,003	

Fund No. 3:		SAHBAG Measure I								Program Code	
Existing Funding											
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency		
E&P (PA&ED)	750	0	0	0	0	0	0	750			
PS&E	0	0	2,000	0	0	0	0	2,000			
R/W SUP (CT)	0	0	0	0	0	0	0	0			
CON SUP (CT)	0	0	0	0	0	0	0	0			
R/W	0	0	6,722	0	0	0	0	6,722			
CON	0	0	0	0	0	19,080	0	19,080			
TOTAL	750	0	8,722	0	0	19,080	0	28,552			
Proposed Funding										Notes	
E&P (PA&ED)	750							750			
PS&E			2,436					2,436			
R/W SUP (CT)								0			
CON SUP (CT)								0			
R/W				7,807				7,807			
CON						19,857		19,857			
TOTAL	750	0	2,436	7,807	0	19,857	0	30,850			

Page 2

Fund No. 4:		Traffic Congestion Relief Program (TCRP)								Program Code	
Existing Funding											
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency		
E&P (PA&ED)	0	0	0	0	0	0	0	0			
PS&E	0	0	0	0	0	0	0	0			
R/W SUP (CT)	0	0	0	0	0	0	0	0			
CON SUP (CT)	0	0	0	0	0	0	0	0			
R/W	0	0	0	0	0	0	0	0			
CON	0	0	0	0	0	0	0	0			
TOTAL	0	0	0	0	0	0	0	0			
Proposed Funding										Notes	
E&P (PA&ED)								0	add TCRP		
PS&E								0			
R/W SUP (CT)								0			
CON SUP (CT)								0			
R/W								0			
CON						11,028		11,028			
TOTAL	0	0	0	0	0	11,028	0	11,028			

AGENCY REPORTS

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

AUGUST COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:

Ridership on the San Bernardino Line decreased slightly (<1%) from last month and was down 5% from the same month in 2009. So far, July patronage is slower yet, currently averaging 11,323 passenger trips per weekday.

San Bernardino Line Saturday service dropped almost 18% from last month but was up 3% in a year-to-year comparison. Preliminary July data points to a bit of a ridership rebound, with a current average of 3,902 passenger trips per Saturday.

Sunday average ridership on the San Bernardino Line was 6% lower than the average last month but 3% higher compared to June 2009. As of mid-July, average Sunday ridership is quite a bit lower than June with a current average of 1,792 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:

Ridership on the Riverside Line decreased 2% from last month. June 2010, however, was 4% higher than June 2009. A preview look at July ridership figures suggests a drop in patronage with the current average at 4,995 passenger trips per weekday.

Inland Empire-Orange County (IEOC) Line:

June average daily ridership on the IEOC Line decreased 4% from last month and was also down 2% from the same month last year. At this point, July patronage is slightly lower than June with the average daily ridership currently at 3,805 passenger trips per weekday.

Total System:

System wide, June average daily ridership dipped almost 2% from May while dropping 3% from June 2009. Early data for July puts patronage lower than June with the current average at 38,809 passenger trips per weekday.

Table 1

Average Weekday Daily Ridership*

	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>Systemwide</u>
June 2010	11,664	5,329	3,922	40,085
June 2009	12,281	5,124	4,011	41,458
% Change	- 5.0%	+ 4.0%	- 2.2%	- 3.3%

* Adjusted for Holidays

Table 2

Average Weekend Ridership

	<u>San Bernardino Saturday</u>	<u>San Bernardino Sunday</u>
June 2010	3,450	2,343
June 2009	3,354	2,269
% Change	+ 2.9%	+ 3.3%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:

June on-time performance for the San Bernardino Line worsened compared to May. Inbound trains dropped three percentage points to finish June on time 94% of the time. Outbound trains dropped from 96% on time in May to 91% on time in June. Of the seventy-eight reported delays, fourteen were caused by signals and communications, thirteen were due to mechanical difficulties, and another thirteen were attributed to Metrolink operations.

Riverside-Ontario-Los Angeles Line:

On-time performance results were mixed this month for the Riverside Line. Inbound trains picked up four points while outbound trains dropped a point to both finish June on time 97% of the time. Mechanical difficulties caused half of the eight reported delays.

Inland Empire-Orange County (IEOC) Line:

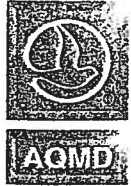
On-time performance for the IEOC Line worsened just a bit from May to June. Southbound trains held steady at 98% on time but northbound trains dropped a percentage point, from 91% on time in May to 90% on time in June. Of the nineteen reported delays, six were caused by dispatching and another five were due to Metrolink operations.

Table 3

On Time Performance

% of weekday trains arriving w/in 5 min of scheduled time
(June 2010 vs. June 2009)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So	No
June 2010	94%	91%	97%	97%	98%	90%
June 2009	91%	92%	99%	98%	98%	93%



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

July 14, 2010

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Marion Ashley
Supervisor, 5th District
County of Riverside

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Bill Campbell
Supervisor, Third District
County of Orange

Jane W. Carney
Senate Rules Appointee

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Ronald O. Loveridge
Mayor, City of Riverside
Cities of Riverside County

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

To: Mayors and Councilmembers

From: **Dennis R. Yates**, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached are the agenda items and the outcome of the July 9, 2010, AQMD Governing Board meeting, and a preview of the items for discussion at the September 10, 2010 meeting. (The Governing Board currently has no meeting scheduled for August.)

PUBLIC HEARING ITEMS AT JULY 9, 2010 BOARD MEETING:

Amend Rule 1110.2 - Emissions from Gaseous- and Liquid-Fueled Engines

The proposed amendment to Rule 1110.2 will add an exemption for internal combustion engines operated at one remote public safety communication facility in southwestern Riverside County on Santa Rosa Peak at over 7,400 foot altitude that does not have access to electric power or natural gas. The facility includes a communications tower and support equipment operated by Riverside County and used by fire, police and other public safety agencies. The site has limited access during winter. This exemption will allow the use of diesel generators at the site.

Votes: 11 Yes; 0 No; 0 Abstain; 2 Absent

Adopt SIP Revision to Implement AB 1318 (2009, V.M. Perez), Health and Safety Code 40440.14

Effective January 1, 2010, AB 1318 requires the Executive Office of AQMD to credit to the AQMD's internal emission credit accounts and transfer to eligible electrical generating facilities emission credits in the full amounts needed to issue permits for eligible electrical generating facilities to meet requirements for sulfur oxides (SOx) and particulate matter emissions. AB 1318 requires the power plants receiving credits to pay mitigation fees in accordance with the provisions of AQMD Rule 1309.1 as amended August 3, 2007. The proposed CPV Sentinel Energy Project Power Plant to be located in Desert Hot Springs, CA is the only known plant to be eligible under this section. The proposed SIP revision will provide a federally-approved mechanism for the transfer of credits to CPV Sentinel Energy Project, and will establish the CPV Sentinel Energy Project AB 1318 Tracking System used to account for such credits.

Votes: 9 Yes; 1 No; 0 Abstain; 3 Absent

Amend Rule 1143 - Consumer Paint Thinners and Multi-purpose Solvents

The proposed amendments re-adopt the 25 g/l VOC limit for paint thinners and multi-purpose solvents with an effective date of January 1, 2011, previously rescinded pursuant to a court judgment; clarify definitions; and include additional labeling and public education requirements and other measures necessary to address CEQA-related flammability issues with respect to the use of acetone. The proposed amendments will reduce VOC emissions by 3.81 tons per day.

Votes: 11 Yes; 0 No; 0 Abstain; 2 Absent

**Amend Rule 1193 – Clean On-Road Residential and Commercial Refuse Collection Vehicles
(Continued from June 4, 2010 Board Meeting)**

Amendments are proposed to Rule 1193 to address recent court decisions on fleet rule applicability in terms of modifying the scope of the rule to apply to government fleets. In addition, amendments are proposed to require the use of alternative-fuel solid waste collection vehicles when government agencies issue contracts for new or renewed solid waste collection services for both commercial and residential service.

Votes: 8 Yes; 1 No; 0 Abstain; 4 Absent

**Rule 1144 – Vanishing Oils and Rust Inhibitors
(Continued from June 4, 2010 Board Meeting)**

Rule 1144 was adopted on March 6, 2009 which partially implemented Control Measure CTS-01 – Emission Reductions from Lubricants (CTS-01). The current proposal will expand the applicability of the rule to include Direct-Contact Lubricants and Metalworking Fluids by establishing VOC limits effective January 1, 2012. The proposal also prohibits the sale of non-compliant fluids, requires annual sales reporting and product labeling, and incorporates a recently validated thermogravimetric test method for determining VOC content. These amendments will fully implement Control Measure CTS-01.

Votes: 10 Yes; 0 No; 0 Abstain; 3 Absent

PUBLIC HEARINGS SET FOR SEPTEMBER 10, 2010 BOARD MEETING:**Adopt Rule 1150.1 – Control of Gaseous Emissions from Municipal Solid Waste Landfills**

The proposed amendments will incorporate provisions to make the rule consistent with a CARB state-wide rule for landfills, add NESHAP requirements which are already in effect, make minor corrections for clarity and amendments to reduce recordkeeping and reporting requirements to multiple agencies.

Adopt Proposed Rule 1420.1 –Emissions Standard for Lead From Large Lead-acid Battery Recycling Facilities

On October 15, 2008, the U.S. EPA amended the National Ambient Air Quality Standard (NAAQS) for Lead. The standard has been lowered from 1.5 ug/m³ to 0.15 ug/m³ in order to provide an adequate margin of safety that would ensure the protection of public health. Based on current monitoring data, large lead-acid and battery recycling facilities are one of the largest sources of lead. Proposed Rule 1420.1 establishes additional requirements for large lead-acid battery recycling facilities to meet attainment of the new NAAQS for Lead.

Amend Rule 1401 – New Source Review of Toxic Air Contaminants and Preliminary Impact Assessment for Facilities Subject to Rule 1402 – Control of Toxic Air Contaminants From Existing Sources

The proposal would add or review non-cancer chronic and acute risk values for acetaldehyde, acrolein, arsenic, fluorides, formaldehyde, manganese, and mercury on the list of toxic air contaminants (TACs) in Rule 1401 – New Source Review of Toxic Air Contaminants. In addition to impacts for new, modified and relocated equipment subject to Rule 1401, a preliminary assessment of impacts for existing facilities subject to Rule 1402 – Control of Toxic Air Contaminants from Existing Sources, is included because Rule 1402 uses the same list of TACs.



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on June 17, 2010. The MSRC's next meeting is their annual offsite retreat with their Technical Advisory Committee to brainstorm the elements of their FY 2010-11 Work Program. The retreat will be held Thursday, July 15, 2010, at 10 a.m. at the McCoy Equestrian Center in Chino Hills.

Approved Minutes

The May 20, 2010 MSRC meeting minutes were approved by the MSRC at its June 17, 2010 meeting.

Additional Funds Approved for Alternative Fuel School Bus Incentives

The MSRC allocated \$3 million for its FY 2008-09 Alternative Fuel School Bus Incentives Program. A balance of \$500,000 remains for allocation to the two qualified vendors, A-Z Bus Sales and BusWest, for public schools purchasing CNG or propane buses. At its June 17, 2010 meeting, the MSRC unanimously awarded A-Z Bus Sales an additional \$80,000 to provide incentives for two propane buses for Inglewood Unified School District.

The MSRC also allocated \$2 million in its FY 2009-10 Work Program for alternative fuel school bus incentives for private pupil transportation providers. This program is administered on the MSRC's behalf by the AQMD on a first-come, first-served basis and provides incentives so that private pupil transportation providers can comply with Rule 1195. Durham School Services recently applied for incentives for 47 CNG buses to fulfill orders within the San Bernardino county region. At its June 17, 2010 meeting, the MSRC unanimously awarded \$1,997,500 to Durham School Services to provide \$42,500 in incentives per bus. The remaining monies (\$2,500) in the program will revert to the MSRC's Discretionary Fund.

The AQMD Board will consider both the above awards at its July 9, 2010 meeting.

Awards Under FY 2009-10 AB 2766 Discretionary Fund Work Program

As part of its FY 2009-10 Work Program, the MSRC released a \$2.35 million Program Announcement to provide \$35,000 incentives for the purchase or repower of heavy-duty on-road vehicles with alternative fuel engines certified by CARB at or below a 0.2 g/bhp-hr NO_x emissions level. The Program included a \$300,000 per county geographic minimum and funds were to be awarded on a first-come, first-served basis with applications received on the first day considered equal, with funding to be awarded on a pro-rated basis if applications received on the first day exceeded available funding. The RFP closed February 9, 2010, and 25 eligible applications requesting \$13.69 million were evaluated. Since first-day funding requests totaled more than \$8 million for 227 vehicles, pro-rated funding awards would be required. At its June 17, 2010 meeting, the MSRC unanimously awarded funding to 21 applications in the amount of \$2,302,556. To ensure geographic minimums were met, Riverside county applications received full funding because the region only applied for funding for one vehicle incentive, and San Bernardino county applications were pro-rated to ensure the region received the full \$300,000 per county geographic minimum. Applicants offered pro-rated awards will be given the opportunity to reduce the number of vehicles, but incentives will not exceed the \$35,000 per-engine cap provided in the Program. The AQMD Board will consider these awards under the FY 2009-10 Work Program at its July 9, 2010 meeting.

Also as part of the FY 2009-10 Work Program, the MSRC had released an RFP providing \$3.15 million to fund alternative fuel infrastructure projects. A total of 32 projects requesting more than \$13 million were received in response. However, prior to the MSRC considering award recommendations from its Technical Advisory Committee, staff discovered an error in the scoring and ranking criteria of the RFP. It was determined by MSRC and AQMD staff including legal counsel that the error prevented accurately scoring proposals and thus no awards could be made under the existing RFP. Two proposals were considered by the MSRC at its June 17, 2010 meeting. The first was to correct the errors in the RFP and re-release it. The second was to forego an alternative fuel infrastructure program for FY 2009-10 and roll the monies into a FY 2010-11 program considering that the MSRC was about to begin its FY 2010-11 Work Program development process. The MSRC unanimously elected to roll the monies into the FY 2010-11 Work Program; thus, no awards under the FY 2009-10 alternative fuel infrastructure program will be made.

CVAG Regional Street Sweeping Program

The Coachella Valley is currently seeking redesignation for PM10 attainment status with the U.S. EPA, and a key identified control measure in the Coachella Valley's PM10 Maintenance Plan would be continuation of a regional street sweeping program. The Coachella Valley Association of Governments (CVAG) is the agency responsible for implementing the region's street sweeping program. In the past CVAG had been using Federal CMAQ funds to support this Program but these funds are no longer allowed for operational program costs. Consequently, earlier this year CVAG approached the MSRC

for emergency funding of their street sweeping program, and in February 2010 the MSRC awarded CVAG a \$400,000 sole-source contract to assist them with their immediate funding shortfall to cover costs incurred that are no longer considered eligible under the CMAQ Program. CVAG, however, only has sufficient funds to continue their existing program through the end of August.

For several consecutive years, the MSRC has included a Local Government Match Program in their annual work programs, providing matching funds to jurisdictions receiving AB 2766 city subvention funds. It was proposed that CVAG be afforded the opportunity to participate in a future local government match program since they are currently using AB 2766 subvention funds from their member jurisdictions to implement regional street sweeping. A hybrid option was also proposed to consider a modest sole-source award for bridge funding. At its June 17, 2010 meeting, the MSRC unanimously agreed to consider affording CVAG the opportunity to participate in a future Local Government Match Program with other eligible proposers but did not approve a subsequent sole-source award. They felt given the AQMD Board's recent award to CVAG in the amount of \$400,000 that CVAG's immediate need for bridge funding could be addressed, at least until the MSRC's Local Government Match Program was released.

Approve FY 2010-11 Administrative Budget

Administrative costs for the AB 2766 Discretionary Program are limited to five percent annually per statute. Every year, the MSRC adopts an Administrative Budget for the upcoming fiscal year to ensure costs remain within this limitation. On June 17, 2010, the MSRC adopted its FY 2010-11 Administrative Budget in the amount of \$648,101, which is more than \$46,000 below the five percent cap. As part of the adoption of the FY 2010-11 Administrative Budget, the MSRC included an allocation of \$58,880 for miscellaneous expenditures, such as postage, office supplies and equipment, advertising, travel, etc. These funds will be transferred to the Science & Technology Advancement's FY 2010-11 Budget. Expenses will be tracked and any funds not expended by the end of the fiscal year will be returned to the MSRC. The AQMD Board will consider authorization of the fund transfer at its July 9, 2010 meeting.

Received and Approved Final Reports

The MSRC received and approved one final report for City of San Bernardino Contract #MS08014, which provided \$390,000 towards 13 natural gas refuse trucks.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at <http://www.cleantransportationfunding.org>.

Contract Modification Requests

The MSRC considered contract modification requests and took the following unanimous actions:

1. For Administrative Services Cooperative Contract #MS09001, which provides \$225,000 towards the purchase of 15 CNG taxicabs, approval of a one-year no-cost contractual term extension;
2. For City of Inglewood Contract #ML07045, which provides \$75,000 towards the purchase of three heavy-duty natural gas vehicles, approval to substitute two propane aerial trucks for two CNG aerial trucks; and
3. For Haaland Internet Productions Contract #MS05070, which provides \$92,715 for design, hosting and maintenance of the MSRC's website, approval to implement website upgrades and a \$4,700 contract value increase for the upgrades.

The last two modifications are subject to AQMD Board approval and have been included with other contract awards and modifications on the AQMD Board's July 9, 2010 agenda for consideration.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2002-03 through the present.

ADDITIONAL INFORMATION

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	P. Gilbreath	L. McCallon		P. Gilbreath
District 7 (San Bernardino, Highland)	L. McCallon	D. Robertson		
District 8 (Rialto, Fontana)	D. Robertson	P. Eaton	P. Eaton	
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton	G. Duncan		G. Duncan
District 10 (Chino, Chino Hills, Ontario)	G. Duncan	B. Jahn		
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn			
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman			
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	K. Chastain			K. Chastain
SANBAG Subregional Appointees*		B. Cortes	J. Williams	E. Graham
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		G. Norton-Perry	E. Scott	J. Pomierski
		M. Leonard		

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:

10:00 a.m., Policy Committees
12:00 noon, Regional Council

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, **Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

July 23, 2010

[illegible]

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Major Projects Committee Membership consists of 19 SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	John Pomierski, Upland (Chair) Richard Riddell, Yucaipa (Vice Chair) Paul Biane, Supervisor Kelly Chastain, Colton Bea Cortes, Grand Terrace Neil Derry, Supervisor Paul Eaton, Montclair Pat Gilbreath, Redlands Josie Gonzales, Supervisor Ed Graham, Chino Hills Larry McCallon, Highland Patrick Morris, San Bernardino Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda John Roberts, Fontana Ed Scott, Rialto Alan Wapner, Ontario Diane Williams, Rancho Cucamonga Dennis Yates, Chino	Indeterminate (6/30/2011) Indeterminate (6/30/2011) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Plans & Programs Committee Membership consists of 14 Board Members: 3 city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions All County Supervisors City members shall be elected by caucus of city SANBAG Board Members within the subarea.	Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts of up to \$25,000 with notification to Board of Directors	Larry McCallon , Highland (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Paul Biane, Supervisor Bea Cortes, Grand Terrace Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor Brad Mitzelfelt, Supervisor William Neeb, Yucca Valley Vacant (Mark Nuaimi, Fontana) Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Diane Williams, Rancho Cucamonga	12/31/2010 (6/30/2011) 12/31/2011 (6/30/2011) Indeterminate 12/31/2011 Indeterminate 12/31/2010 Indeterminate Indeterminate 12/31/2010 12/31/2011 Indeterminate 12/31/2010 12/31/2010 12/31/2011 Indeterminate 12/31/2010 12/31/2010 12/31/2011

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail & Transit Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the Administrative Committee</p> <p>In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2009-2010 Audit)</p> <ul style="list-style-type: none"> - SANBAG President – Brad Mitzelfelt, Supervisor - Vice President – Bea Cortes, Grand Terrace - Immediate Past President – Paul Eaton, Montclair - Presidential Appointment – Pat Gilbreath, Redlands
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District</p> <p>In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development.</p> <p>In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland</p>
<p>Ad Hoc Committee on Consolidated Transportation Services Agency</p> <p>This new Ad Hoc Steering Committee was approved by the Board of Directors on December 2, 2009. The SANBAG President has appointed seven members to the newly created committee.</p> <p>Terms end on or before 12/31/2010.</p>	<p>Makes recommendations to the Commuter Rail and Transit Committee and Board of Directors on designation of a Consolidated Transportation Services Agency for the San Bernardino Valley to coordinate the delivery of transportation services to seniors, disabled persons and persons of low income.</p>	<p>Paul Eaton, Montclair Gary Ovitt, Supervisor Josie Gonzales, Supervisor Pat Morris, San Bernardino Kelly Chastain, Colton Dennis Yates, Chino Richard Riddell, Yucaipa</p>

SANBAG Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996